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RECENT CASES.

Carriers—Injury to Passenger leaving train—Contributory negligence.—*Chicago, etc., R. R. v. Lowell*, 14 Sup. Ct. Rep. 281. Plaintiff, on alighting from defendant's car, was injured by a train passing on the other track. The defendant had posted conspicuous notices in its cars as to the side on which passengers should alight, but this notice was disregarded by plaintiff, who alighted on the forbidden side. It was shown that the notice was habitually disregarded by passengers, and that the company's servants did not enforce it. Held, that the defendant having permitted its notice to be disregarded, could not sustain a claim of contributory negligence on the part of the plaintiff.

Common Carriers—Delay—Damage by Fire.—*Reid v. Evansville & T. H. R. Co.*, 55 N. E. Rep. 703. This action was brought to recover the value of a car load of flour, which it was alleged was delivered to a common carrier for shipment, but was, by the negligent delay of the carrier in transporting the same, destroyed by fire. Held, that where bill of lading stipulates against the liability for damages by fire, a shipper cannot recover for goods destroyed in a fire not shown to have resulted from company's negligence, where there was a negligent delay in forwarding goods, and when such delay was not a proximate cause of the injury.

Common Carriers—Delay—Notice—Special Damages.—*Wells, Fargo & Co. v. Battle*, 24 S. W. Rep. 353 (Tex.). Defendant caused to be delivered fruit trees, vines and flowers, and an order-book to the agent and partner of plaintiff to be transported to him in Ballinger, Texas. The order-book was delayed in the transit, although the other goods were duly delivered, for an unreasonable time, so that the defendant was unable to deliver them to the various parties to whom he had contracted to sell them, and this suit was brought to recover the losses which he had suffered thereby. The court, applying the principle of *Hadley v. Boxendale*, 9 Exch. 353, held that only such damages were recoverable as might reasonably have entered into the contemplation of both parties when the contract was made, and the carrier, to be liable, must have had notice of the special circumstances whereby loss might be incurred by non-delivery. Such notice having been given to the proper agent of the company, the carrier would then be liable for special damages if he negligently failed to deliver.